seems more nearly *ferœ naturæ*, and, if such, when taken by a trespasser title would be in the owner of the land or privilege.—*Blades* v. *Higgs*, 11 H. L. Cas. 621. Again, though the shells sown remain the plaintiff's personalty, it is difficult to say that the young oysters are the increase of such chattels. But see *Grace* v. *Willets*, 50 N. J. Law, 414. If the shells be regarded either as seed or as realty to which the oysters became attached, the defendant's case is even clearer. The analogy to animals *ferœ naturæ* seems the most helpful, but, on whatever reasoning, the court might well have decided for the defendant.—18 Haw. L. Rev. 473.

In view of the fact that one healthy, full-grown oyster produces eighty million (80,000,000) eggs a year, and that it takes a microscope to detect their presence in water, it would seem at least an impractical question to determine the character of the property (if any) one may have in them. The male egg and female egg float freely in salt water till they unite, when, their specific gravity being increased, they sink and attach to any hard substance. Up to this point it would seem that there cannot be private property in eggs in public waters. C. B. G.

FISH—OYSTER BEDS—EXHAUSTION.—Laws 1901, p. 108, ch. 4960, giving county commissioners authority to grant exclusive rights to plant oysters on exhausted oyster beds does not make their finding that a certain bed is barren or exhausted conclusive on the courts.—*State* v. *Gibson*, Fla., 37 So. 651.

MECHANIC'S LIEN—INSUFFICIENCY OF NOTICE OF LIEN—CF. SECS. 2476, 2478, VA. CODE 1904.—In *Toop* v. *Smith*, decided April 18, 1905, by the Court of Appeals of New York (Cullen, Ch. J., and O'Brien, J., dissenting), the following is the syllabus:

A fraudulent grantee may contest the validity of a mechanic's lien filed against the property for labor and materials furnished the grantor, citing *Jackson* v. *Cadwell*, 1 Cow. 622; *Anderson* v. *Roberts*, 18 Johns. 527.

Subdivision 4 of section 9 of the Lien Law, which requires that the notice of lien shall state "the labor performed or to be performed, or materials furnished, or to be furnished, and the agreed price or value thereof," contemplates that the statement shall contain at least such a general reference with respect to the kind and amount of materials and labor furnished as to advise those who have a legal interest in the subject of the character and extent of the demand upon which the claim is based, citing *McKinney* v. *White*, 162 N. Y. 601; *Mahley* v. *German Bank of Buffalo*, 174 N. Y. 499, distinguished.

It was accordingly: *Held*, That a statement in the notice that "the labor performed and materials furnished and the agreed price or value thereof is as follows: Under and by virtue of a contract, partly written and partly oral, made with the owners (naming them), according to specifications in writing and drawings of the improvements hereinafter mentioned," which specifications and drawings were not attached to the notice, was insufficient.

Sec. 2476 Va. Code 1904 requires the contractor, who desires to perfect a lien, to file "an account showing the amount and character of the work done or materials furnished"; and it has been held that the description will be sufficient if it enable the owner to tell upon which piece of his property the lien is claimed and

if it give notice to purchasers and creditors so that they may identify the property and protect themselves against the lien.—*Taylor* v. *Netherwood*, 91 Va. 88, 20 S. E. 888. See, also, notes to secs. 2476, 2478, Va. Code 1904. C. B. G.

MORTGAGE — UNSIGNED MEMORANDUM ON BACK — NEGOTIABLE INSTRUMENTS—ATTORNEY'S FEES—CERTAINTY REQUIRED IN NEGOTIABLE PAPER.—In *Cudahy Packing Co.* v. *State National Bank of St. Louis*, decided by the United States Circuit Court of Appeals, Eighth Circuit, in December, 1904 (134 Fed. 538), the followipg is the syllabus by the court:

"An unsigned contract printed on the back of a mortgage and not referred to therein cannot in any way qualify the terms of the mortgage.

"A provision for the payment of attorney's fees in case a note is not paid at maturity does not destroy the negotiability of a note otherwise negotiable. [See 10 Va. Law Reg. 461.]

"The certainty required in commercial paper is commercial certainty, not mathematical. The courts ought not to hold any provision fatal to the negotiability of such paper which by the general usage of the business world does not have that effect.

"A mortgage securing a negotiable note so far partakes of its character as to pass free from equities between the original parties to a *bona fide* indorsee of the note.

"*Quære:* Whether the mortgagor of a mortgage securing a non-negotiable debt can, after an assignment of the mortgage, by any dealings with the mortgagee short of actual payment, though had in ignorance of the assignment, raise 'an equity' as against the assignee."

JURISDICTION—DETERMINED BY THE AMOUNT DEMANDED IN SUMMONS—NOT AFFECTED BY BILL OF PARTICULARS—COSTS.—In *Frenchis* v. *N. Y. City R. Co.*, decided March, 1905, the Supreme Court of New York—Appellate Term—*Held*:

"The limitation of the jurisdiction of the Municipal Court of the city of New York to certain actions 'where the sum claimed does not exceed five hundred dollars' (Mun. Court Act, sec. 1, *seriatim*), is to be determined by the amount demanded in the summons and complaint.

"The filing of a bill of particulars for an amount in excess of five hundred dollars does not affect the jurisdiction, where the written complaint demanded, and verdict was rendered for, less than five hundred dollars.

"A judgment of the Municipal Court in excess of five hundred dollars is not void for want of jurisdiction where the record shows that such excess consists exclusively of costs and disbursements of the action.

"*Semble*, the costs and disbursements of the action are not to be deemed a part of 'the sum claimed,' in determining the limit of jurisdiction.

"*Cohen* v. *Lewson* (92 N. Y. Supp. 59, adv. sheets), distinguished."